

EXHIBIT C

HIRE COUNSEL

EMPLOYEE HANDBOOK FOR CONTRACT PROFESSIONALS

December 18, 2014

18685383v.1

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**WELCOME TO HIRE COUNSEL**

Hire Counsel, headquartered in New York, delivers services to law firms, corporations and government agencies. In 2011, Hire Counsel became 100% employee owned through the HCMC Legal, Inc. Employee Stock Ownership Plan. With a national footprint, Hire Counsel is dedicated to providing Best-in-Class Service and innovative solutions to clients and consumers. For more information about Hire Counsel, please visit www.hirecounsel.com.

At Hire Counsel, we believe that each employee contributes directly to our growth and success, and we hope you will take pride in being a member of our team. We hope that your experience here will be challenging, enjoyable, and rewarding

Sincerely,

Lynn Mestel
President
Hire Counsel

INTRODUCTORY STATEMENT

This Handbook is designed to acquaint you with Hire Counsel (hereinafter, the “Company”) and to provide you with information and guidelines regarding working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the Handbook. One of our objectives is to provide a work environment that is conducive to both personal and professional growth. An electronic version of this Handbook is available through the employee intranet. You will receive a login and password when you begin assignment.

This Handbook supersedes and replaces any and all prior handbooks, policies, procedures and practices of the Company. To avoid confusion, please discard any old manuals and handbooks you may have.

No employee handbook can anticipate every circumstance or question about policy. The Company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to employees and the Company. Furthermore, the Company, in its sole and absolute discretion, may at any time create, amend, supplement, modify, or rescind, in whole or in part, any policy, procedure, benefit, or provision of this Handbook, or the Handbook itself, as it deems appropriate, with or without notice.

The Handbook summarizes the current benefit plans maintained by the Company. You should refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plans. In the event of any conflict between the description of employee benefits in this Handbook, the summary plan descriptions, or the plan documents, the respective formal plan documents shall govern. The Handbook (and other plan documents) are not contractual in nature and do not guarantee any continuation of benefits.

We believe that the employment relationship will be one of mutual satisfaction and benefit to you and the Company. However, nothing contained in this Handbook (or the Handbook itself) should be considered a contract of employment or constitute a guarantee that your employment will continue for any specified period of time. All employees of the Company are employees “at will.” This means that you are not guaranteed employment for any fixed period, and either you or the Company may terminate the employment relationship at any time, with or without cause, for no reason or any reason not otherwise prohibited by law.

No one other than the President or Chief Operating Officer of the Company can enter into an agreement with an employee specifying a fixed period of time for employment, or make any agreement or representations contrary to the at will policy stated above. Further, any such agreement must be in writing and signed by the President or Chief Operating Officer of the Company.

No policy in this Handbook should be construed to limit employees’ rights to engage in any activity protected under applicable law, including but not limited to, the National Labor Relations Act.

I. EMPLOYMENT

101. EQUAL EMPLOYMENT OPPORTUNITY

The Company provides equal employment opportunities to all employees and applicants for employment without regard to race, creed, color, national origin, nationality, ancestry, age, marital status, sex, pregnancy, religion, affectional or sexual orientation, disability, citizenship, genetic information, veteran status, or any other category protected by applicable federal, state, and local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training. Any conduct in violation of this policy will result in appropriate disciplinary action, up to and including an unpaid suspension or termination of employment.

102. NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY

1. Statement of Policy. The Company is firmly committed to providing a workplace where everyone is treated with dignity and respect, in an environment free of all forms of unlawful discrimination and harassment, including sexual harassment and other forms of unlawful harassment. We all share responsibility and ownership for creating and maintaining a respectful and positive work environment.

It is Company policy to prohibit discrimination and harassment on the basis of any factor prohibited by applicable law including race, creed, color, national origin, nationality, ancestry, age, marital status, sex, pregnancy, religion, affectional or sexual orientation, disability, citizenship, genetic information, veteran status, or any other basis prohibited by applicable federal, state, and local laws. Accordingly, the Company has adopted a policy of “zero tolerance” with respect to discrimination and harassment, whether committed by supervisors, non-supervisory employees, vendors, customers, clients, or others. This policy applies when you are on assignments and also applies to incidents that occur off-premises or off-hours (i.e.: business trips, meetings, and social events), where the alleged offender is a supervisor, coworker, or even a nonemployee with whom the employee is involved, directly or indirectly, in a business or potential business relationship. Inappropriate conduct will result in corrective action in accordance with company policy, up to and including an unpaid suspension or termination of employment.

The term “harassment” includes but is not limited to unwelcome slurs, jokes, verbal, graphic or physical conduct relating to an individual’s race, creed, color, national origin, nationality, ancestry, age, marital status, sex, pregnancy, religion, affectional or sexual orientation, disability, citizenship, genetic information, or veteran status which has the potential for humiliating or embarrassing an employee of the Company.

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:

1. Submission to such conduct is an explicit or implicit term or condition of employment;

2. Employment decisions are based on an employee's submission to or rejection of such conduct; or
3. Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

Sexual harassment may include a variety of subtle and/or obvious behaviors, and may involve individuals of the same or different gender. Some examples of behaviors which may constitute sexual harassment are: sexual jokes and innuendoes; verbal abuse of a sexual nature; leering, offensive whistling, or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures; inquiries into an individual's sexuality or sexual experiences; commentaries about a person's body; and any other physical, verbal or visual sexual behavior.

2. Complaint Procedure. The Company encourages reporting of all incidents of discrimination or harassment regardless of who the offender may be. Employees who believe at any time that they have been subjected to any form of discrimination or harassment should report the matter to their designated Human Resources Representative, the President or Chief Operating Officer of the Company. In addition, you are encouraged to inform the alleged harasser that the behavior is unwelcome. In many instances, the person is unaware that their conduct is offensive and when so advised can easily and willingly correct the conduct so that it does not re-occur. Should the alleged harassment occur at a time other than your normal business hours, your complaint should be voiced as early as practicable on the first business day following the alleged incident. Any supervisor who becomes aware of any alleged incident of discrimination or harassment must immediately report the matter to the designated Human Resources Representative, the President or Chief Operating Officer of the Company.

3. Investigation Procedure. Once a complaint is received, the Company will begin a prompt and thorough investigation. The investigation may include interviews with all involved employees, including the alleged harasser, and any employees who are aware of facts or incidents alleged to have occurred. All relevant parties will be given the opportunity to express their understanding of the facts. In the event that the allegations are deemed valid, appropriate corrective action will be taken, including discipline up to an unpaid suspension or termination from employment. If the discrimination or harassment is from a vendor, customer, or client, the Company will take appropriate action to stop such conduct.

The Company expects the full cooperation of all employees in connection with any investigation concerning a complaint made under this policy. The confidentiality of all individuals involved will be protected to the maximum extent practicable. However, the Company's investigation will require limited disclosure of pertinent information to certain parties, including an alleged harasser.

4. No Retaliation. No individual will suffer any reprisals or retaliation from the Company for reporting in good faith any incidents of alleged discrimination or harassment, for making any complaints in good faith of discrimination or harassment, or for participating in any investigation of incidents of discrimination or harassment. However, consistent with the Company's ethical standards, individuals who are dishonest in an investigation or who intentionally make false accusations of harassment will be subject to disciplinary action. Should an employee feel that he or she is being retaliated against, he or she should

immediately report such action to his or her designated Human Resources Representative, the President or Chief Operating Officer of the Company.

103. INDIVIDUALS WITH DISABILITIES

The Company complies with the Americans With Disabilities Act and applicable state and local laws providing for nondiscrimination in employment opportunity for employees and job applicants with disabilities. The Company provides reasonable accommodation to job applicants and employees with disabilities in accordance with applicable law, except where doing so would create an undue hardship for the Company. If you have a disability or become disabled during your employment, you must notify your designated Human Resources Representative, the President or Chief Operating Officer or your immediate supervisor to make a request for a reasonable accommodation. Upon receipt of such a request, the Company will meet with you to discuss the scope of limitations upon your activities, and to explore potential reasonable accommodations that might enable you to perform your essential job functions. In appropriate circumstances, the Company may request verification of information from your physician relating to your need for an accommodation.

This procedure is voluntary and confidential. All information that you provide to The Company about your disability will be held in confidence and will not be disclosed to anyone without your permission, except when necessary to accommodate your disability or when required by law, legal process, and/or the safety of the workplace.

104. AT-WILL EMPLOYMENT

All employees of the Company are employees “at will.” This means that you are not guaranteed employment for any fixed period, and either you or the Company may terminate the employment relationship at any time, with or without cause, for no reason or any reason not otherwise prohibited by law.

No one other than the President or Chief Operating Officer of the Company can enter into an agreement for employment for a specified period of time, or make any agreement or representations contrary to this policy. Further, any agreement abrogating the at-will employment relationship must be in writing and signed by the employee and the President or Chief Operating Officer of the Company.

105. MEDICAL EXAMINATIONS AND INQUIRIES

The Company reserves the right to conduct certain medical examinations and inquiries.

a. Pre-employment Inquiry

The Company may make pre-employment inquiries into the ability of an applicant to perform job-related functions, and/or may ask an applicant to describe or to demonstrate how, with or without reasonable accommodation, the applicant will be able to perform job-related functions.

b. Employment Entrance Examination

The Company has the right to require a medical examination and/or inquiry after making an offer of employment to a job applicant and before the applicant begins his or her employment duties. The Company may condition an offer of employment on the results of such examination and/or inquiry, if all entering employees in the same job category are subjected to such an examination (and/or inquiry) regardless of disability. Such an examination need not be job-related and consistent with business necessity, unless the examination tends to screen out individuals with a disability.

c. Examination of Employees

The Company may require a medical examination and/or inquiry of an employee that is job-related and consistent with business necessity. The Company may make inquiries into the ability of an employee to perform job-related functions.

d. Other Examinations and Inquiries

The Company may conduct voluntary medical examinations and activities, including voluntary medical histories, which are part of an employee health program available to employees at the work site. Such examinations do not have to be job-related and consistent with business necessity, unless the examination tends to screen out individuals with a disability.

e. Confidentiality and Use of Medical Information

Information obtained from applicants or employees concerning a physical or mental condition is kept confidential, except that: (a) supervisors and managers may be informed regarding necessary accommodations or restrictions on work or duties; (b) first aid and safety personnel may be informed, where and to the extent appropriate, the condition might require emergency treatment, and (c) government officials investigating compliance with applicable laws and regulations will be informed.

106. CONFLICTS OF INTEREST

If at any point in your employment, you learn or have reason to believe that a previous matter on which you worked creates or has the potential to create a conflict of interest with the matter or client to which you are now assigned, immediately notify your Hire Counsel representative.

In many instances, you will be working in a shared work space. Please take very special care not to discuss anything related to the work you are performing anywhere (rest rooms, elevators, etc.) and do not use offices, cubicles or conference rooms not assigned to you by the client or Hire Counsel.

Furthermore, you must speak with the President or Chief Operating Officer and obtain written consent from the Company before engaging in any other businesses, accepting employment or compensation from any other person, or serving as an officer, director, partner, or employee of another business or organization. You should not enter into any

transaction, acquire any interest in or take any action that is contrary to the Company's business interests or incompatible with the loyalty and obligation inherent in your employment. You may not use insider information obtained in connection with your employment and not available to the public to affect your investments. This policy applies equally to members of an employee's immediate family or other relatives living in the employee's household.

For example, you may not directly or indirectly (as a director, officer, partner, employee, or agent) compete with the Company, or furnish any service to the Company as an independent contractor during your employment with the Company. You may not use the Company's name to further personal interests. If you have nonpublic information that the Company is about to buy a new facility or expand an existing facility, you may not invest in land or in any business near the proposed new site.

If you are uncertain about entering into a transaction or taking any action that may not be in the interests of the Company or compatible with the loyalty and the obligations inherent in your employment, you must first contact the President or Chief Operating Officer. If you find that you are in a situation contrary to Company policy, you must promptly take remedial steps in consultation with the President or Chief Operating Officer.

107. EMPLOYEE GENERAL COMPLAINT PROCEDURE

Employees with a grievance or complaint about work, other than complaints relating to the Company's EEO and Anti-Discrimination/Anti-Harassment Policy, should first discuss the problem with their immediate supervisor. If this does not resolve the problem, the employee should request an appointment with their designated Human Resources Representative, the President or Chief Operating Officer to discuss the situation. After consulting with the relevant parties, the President or Chief Operating Officer will attempt to resolve the problem.

108. CONCURRENT OUTSIDE EMPLOYMENT

Hire Counsel requests that you notify the Company in writing prior to accepting concurrent legal or non-legal work and further that you receive written acknowledgment from Hire Counsel permitting concurrent employment. Many of Hire Counsel's clients have policies related to concurrent employment, and it is critical to both your professional reputation and Hire Counsel's relationship with its clients that concurrent employment be addressed upfront and in writing.

All employees will be judged by the same performance standards and will be subject to Hire Counsel's scheduling demands, regardless of any demands from outside work. If concurrent employment is permitted and Hire Counsel determines that an employee's outside work interferes with performance or the employee's ability to meet the requirements of Hire Counsel, the employee may be asked to terminate the outside employment if he or she wishes to remain with Hire Counsel.

Moreover, you are prohibited from (i) working for or rendering services to any organization which competes or conflicts in any way with the Company; (ii) using the Company's resources and equipment, including, but not limited to computer hardware and

software, telephones, fax machines, copiers for any non-Company work; (iii) performing any non-Company work on company premises; (iv) putting non-Company or personal letters on Company logo or letterhead; and (iv) performing any non-Company work during normal working hours or that otherwise interferes with your duties and responsibilities for the Company.

109. CONFIDENTIAL DATA

The protection of confidential information is vital to the interests and the success of the Company. Such confidential information includes, but is not limited to, the following:

- Compensation data
- Computer programs and software
- Compilation of candidate lists, contact names & telephone numbers
- Financial information
- Individual client information
- Marketing strategies
- New materials research
- Pending projects and proposals
- Proprietary production processes
- Research and development strategies
- Scientific data
- Scientific formula
- Scientific prototypes
- Technological data
- Technological prototypes
- Technical documents and material
- Bills, invoices

All employees may be required to sign a non-disclosure agreement as a condition of employment. Any employee who discloses confidential information, in whole or in part, will be subject to disciplinary action, up to and including termination of employment and legal action, even if he or she does not actually benefit from the disclosed information.

Upon termination of employment, or at any other time at the discretion of the Company, you will be required to deliver to the Company all documents, data, hardware, software, equipment, credit cards, training materials and manuals, and other materials pertaining to your employment or to any of the Company's intellectual property, and after termination, you are not permitted to retain copies of such documents, data, software, training materials and manuals, or other materials in any format.

You may also be required to sign additional non-disclosure agreements while on your assignments.

Nothing in this policy is intended to prevent an employee from engaging in union organizing activities, discussing his/her wages, hours, benefits, working conditions, or other terms and conditions of employment or engaging in other actions which are legally protected under the National Labor Relations Act or other applicable state or federal law.

110. INVENTIONS, CREATIONS AND COMPUTER PROGRAMS

All employees agree to promptly surrender, disclose and to assign on demand to Hire Counsel or its successors, designers, or assigns any inventions, creations or computer programs which such employee may develop or create or assist in developing or creating in fulfilling the provisions of the Agreement. Such inventions, creations and computer programs, and the rights pertaining thereto, are the sole property of the Company, and you, as an employee, hereby agree to grant and relinquish all rights or interests which you may have in such creation and/or invention. Further, you authorize the Company on your behalf to sign any papers and do any acts which may be deemed necessary or desirable by the Company to secure to the Company, its successors, or assigns, any rights relating to such inventions, creations and computer programs, including but not limited to patents and copyrights in the United States or any foreign countries.

111. GIFTS & GRATUITIES

In order to maintain the integrity and reputation of the Company, employees shall not accept or receive any gift, gratuity, discount, or service which, directly or indirectly, may be offered as a result of, or in anticipation of an employee's position or performance of duties, without the knowledge or consent of his/her immediate supervisor.

The following may serve as exceptions; however, employees should consult their supervisor when they are unsure as to the propriety:

- 1) The purchase of business meeting meals.
- 2) Consumable gifts customarily given during the holiday season where rejection would damage the spirit in which the gifts were offered.
- 3) Advertising or promotional items of nominal intrinsic value; i.e., pens, shirts, calendars, trips, etc.

112. ENDING AN ASSIGNMENT

Each employee is responsible for notifying their Hire Counsel representative at the conclusion of an assignment to discuss future opportunities. Failure to do so will indicate to the Company that you are not available for work and may result in denial of unemployment benefits.

Employees are required to return any Company or Client property in their possession along with repaying all outstanding funds owed.

On all future employment documentation you need to represent Hire Counsel as your employer, not Hire Counsel's client. This includes on resumes, social networking sites, interviews, publications or other outlets. If you are uncertain of the appropriate title to use, please discuss this with your Hire Counsel representative.

113. EMPLOYMENT TERMINATION

An employee may be terminated for a multitude of reasons, including but not limited to, poor performance, misconduct, excessive absences, tardiness, or any other violation of Company policy. However, the employment relationship is at-will, and the employee and the Company have the right to terminate the employment relationship for no reason or any reason not otherwise prohibited by law.

Should the Company need to terminate your employment because of reorganization, job elimination, economic downturns, or lack of work, the Company will try to give you as much advance notice as is practical. Should you decide to voluntarily resign, the Company requests (but does not require) that non-exempt employees provide two weeks' notice and exempt employees provide four weeks' notice. Your thoughtfulness will be appreciated and will be noted favorably should you ever wish to reapply for employment with the Company.

The Company generally will schedule exit interviews at the time of the employment termination. The exit interview affords an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to the Company or return of Company property including, but not limited to, equipment, keys, door passes, credit cards and any other Company materials or proprietary or confidential documents in their possession upon termination. You are prohibited from retaining copies of Company documents, data or materials in any format after termination. Suggestions, complaints and questions can also be voiced at your exit interview.

Employees will receive their final pay in accordance with applicable state law and their respective contracts, if any. You should notify the Company if your address changes during the calendar year in which termination occurs so that your tax information will be sent to the proper address.

114. EXISTENCE OF PRIOR RESTRICTIVE COVENANTS

Employees are responsible for informing a Hire Counsel representative immediately of the existence of any restrictive covenants contained in prior employment agreements or elsewhere which limit employees' rights to work for the Company or any particular client of the Company.

115. NON-SOLICITATION OF EMPLOYEES

The stability of the Company's workforce and the retention of its valued employees are of paramount importance to the success of the Company. Therefore, the Company's Non-Solicitation policy is an essential aspect of your duty of loyalty as an employee of the Company.

As a result of your employment with the Company, you will have access to and awareness of confidential information regarding the Company's employees, their compensation, benefits, skills, qualifications and abilities, all of which confidential information is not generally available to the public but has been developed, compiled and acquired by the Company at their great effort and expense, and any use, disclosure or divulgence of such information about the Company's employees will cause the Company

great and irreparable harm. Any attempt to induce others to leave the Company's employ, or any effort by you to interfere with the Company's relationship with its other employees would be harmful and damaging to the Company.

Therefore, during your employment with the Company and for a period of one year after the termination of your employment (for any reason), you may not directly or indirectly, individually, or on behalf of others, (a) induce or attempt to induce any employee of the Company to quit employment with the Company; (b) otherwise interfere with or disrupt the Company's relationship with its employees; (c) aid or endeavor to solicit, entice, or hire away any employee of the Company; or (d) hire or engage any employee of the Company.

Employees found to be violating this policy are subject to disciplinary action, up to and including termination, and potential loss of any compensation paid or payable to the employee during the period of employee's disloyalty. Former employees found to be violating this policy will lose their entitlement (if any) to severance pay and other non-vested benefits or compensation. In addition, the Company shall be entitled to seek civil damages and other judicial remedies from an employee or former employee found to have violated this policy.

II. EMPLOYMENT STATUS & RECORDS

201. EMPLOYMENT APPLICATIONS

Applicants for positions must submit a standard Company application form to their Hire Counsel representative, accompanied by whatever other information or material is required by the vacancy announcement. The Company relies upon the accuracy of information in the employment application, as well as the accuracy of other data present throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in the application or data used during the hiring process, may result in the Company's exclusion of the individual from further consideration for employment or, if the person has been hired, immediate termination of employment.

202. TEMPORARY CHANGE IN JOB ASSIGNMENT

For various reasons (e.g. absences, changes in priorities or workload) it may be necessary, on a temporary basis and upon short notice, to assign employees to duties not specifically covered in their job descriptions. Employees are expected to be flexible to accommodate Company needs in this regard.

203. CLASSIFICATIONS OF EMPLOYMENT

Full-time billable employees: Employees who regularly work more than thirty (30) hours per week.

Part-time billable employees: Employees who regularly work less than thirty (30) hours per week. Part-time employees are subject to all Company policies and procedures, but may not be eligible for Company-provided group insurance benefits. They may, however, be eligible for holiday pay if they normally work a set number of hours, five days a week. See the Controller for more information.

For purposes of salary administration and eligibility for overtime payments and employee benefits, the Company classifies all of its employees in accordance with the Fair Labor Standards Act (“FLSA”) and applicable state wage and hour laws as follows:

Exempt employee: Employees who are exempt from the minimum wage and overtime provisions of the FLSA and any applicable state wage and hour laws. Exempt employees are not entitled to receive overtime pay regardless of the number of hours worked. Their salary represents payment for all hours they may be required to work in any given workweek.

Non-exempt employee: Employees who are required to be paid overtime at the rate of one and one-half times their regular rate of pay for all hours worked beyond forty hours in a workweek, in accordance with the FLSA. The Company also complies with all applicable state wage and hour laws.

You will be informed of your initial employment classification and of your status as an exempt or non-exempt employee at the commencement of your employment, and every year thereafter. If you change positions during your employment as a result of promotion, transfer or otherwise, you will be informed of any changes in your classification and/or exemption status. If you have any questions about your classification or exemption status or believe you are incorrectly classified, please contact the President or Chief Operating Officer.

204. NEW HIRES

All offers of employment are contingent upon verification of your right to work in the United States. On your first day of work you will be asked to provide original documents verifying your right to work in the United States and to sign an I-9 verification form required by federal law. If you at any time cannot verify your right to work in the United States, the Company may be obliged to terminate your employment.

New employees are considered introductory employees for the first sixty (60) days of employment. During this period, you will have an opportunity to learn your new position and analyze whether you enjoy your employment at the Company. Your health plan waiting period will not commence until you’ve completed the first month of your introductory period (see the summary plan description for more information on benefit waiting periods). During this introductory period, the Company will also analyze whether you are able to meet its business expectations. Of course, successful completion of your introductory period is not a guarantee of continued employment. You always remain an at-will employee.

205. EMPLOYMENT REFERENCE CHECKS

The Company will respond in writing only to those reference check inquiries that are submitted in writing. The Company will use its best efforts to confirm dates of employment, wage rates, and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry. No one other than the President, the Chief Operating Officer, the Controller or your designated

Human Resources Representative is authorized to give any reference with respect to a current or former employee. Violators of this policy may be subjected to discipline, up to, and including discharge.

206. PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify the Company of any changes in personnel data, including change of marital status and the addition of family members. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times.

207. ANNIVERSARY DATE

Your anniversary date is the date upon which you first reported for work and were thereby officially entered on the Company's personnel records. Anniversary dates are used to compute your eligibility for various benefits offered by the Company.

208. ACCESS TO PERSONNEL FILES

The Company maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records. Personnel files are Company property, and access to the information contained therein will only be granted in accordance with the requirements of state and local law.

III. GROUP HEALTH AND RELATED EMPLOYEE BENEFIT PROGRAMS

This section of the Handbook highlights and summarizes the current group benefit plans maintained by the Company. The benefit programs are described more fully in summary plan descriptions ("SPD"), which employees are provided once they are eligible to participate in these programs. You should refer to the SPDs and the actual plan documents if you have specific questions regarding the benefit plans. In the event of any conflict between the description of employee benefits in this Handbook, the SPDs, or the plan documents, the respective formal plan documents shall govern.

301. 401(K) SAVINGS AND RETIREMENT PLAN

The Company has adopted a 401(k) Plan so that its employees can have the opportunity to save for their retirement. If you were a former participant in the WOB Company, Inc. 401(k) Savings & Retirement Plan, you will be eligible to participate in the 401(k) Plan, but must complete the new enrollment process to actively participate. You will also be eligible to participate in the 401(k) Plan following your completion of 1,000 hours of service after: (1) the first anniversary of your date of hire, or (2) any calendar following beginning after your date of hire. After the end of a computation period that you meet the hours requirement, you can enter the 401(k) Plan as a participant and begin contributing salary deferrals the following month. **Former 401(k) Plan participants who are rehired may be eligible to immediately participate in the 401(k) Plan upon rehire.** The 401(k) Plan also accepts rollovers from a previous employer's plan. Please see the 401(k)

page on our intranet where there is a provided link or telephone number to contact to complete the enrollment process if you would like to participate in the 401(k) Plan. You will also find the Summary Plan Description that contains detailed information about the 401(k) Plan. If you have any questions about your benefits in the plan, the investment choice information or how to invest in this market, please contact Dennis Hall at 1 (800) 964-7586 or via email at dennis_hall@ml.com . You can contact our Chief Financial Officer, at (646) 356-0550 or more details for to request paper copies of these documents.

302. EMPLOYEE STOCK OPTION PLAN

Hire Counsel is a subsidiary of a company that is wholly owned by an Employee Stock Option Plan (“ESOP”) which gives ownership benefits to its eligible employees. You will be eligible to participate in the ESOP following your completion of 1,000 hours of service in one year and if you are at least 21 years of age. For the first year of the plan, there was one special entry date for people employed on August 22, 2011. For all employees qualifying after the ESOP effective date, eligibility is determined each calendar year. Once you have qualified, you will continue to receive ESOP benefits provided you work a minimum of 1,000 hours each calendar year. For more information about the ESOP please see the Summary Plan Description that is posted on the Company intranet under the employee benefits section. You can also contact our Chief Financial Officer for more details.

303. HEALTH, DENTAL AND VISION INSURANCE

Full-time employees are eligible to participate in the Company’s group medical, dental and vision plans (the “Plan”), subject to the terms of the applicable Plan documents. Your coverage waiting period, if any, will be communicated to you in the Plan document and SPD. Temporary, full-time attorneys are generally eligible for benefits the first day of the fourth full calendar month following hire date. “Full-time” generally means you are reasonably expected to work, on average, at least 30 hours of service per week. Initial and ongoing eligibility requirements are described in greater detail in the Plan document and SPD.

If you are eligible for the Plan and you wish to enroll in the Plan, you must make an election to do so within 30 days of eligibility. If you are eligible to participate in the Plan, you may enroll at a later date only during an annual open enrollment period as set forth in the Plan or upon the occurrence of a qualifying event as defined in the Plan, such as a loss of coverage due to your spouse losing his or her coverage.

Your healthcare premium amount will be communicated to you annually in open enrollment materials. The entire cost of your premium will be deducted each month from your payroll check for the following month’s coverage as long as you are enrolled in the Plan, regardless of whether or not the Company contributes to your premium. For further information contact the Controller.

304. BENEFITS CONTINUATION (COBRA)

On April 7, 1986, a federal law was enacted (Public Law 99-272, Title X) requiring that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called “continuation coverage”) at